

Exhibit B

IMPORTANT LEGAL INFORMATION

CLAIM FORM, ACKNOWLEDGMENT, RECEIPT, AND RELEASE

Meridian ERISA Litigation
Claims Administrator
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901
1-844-861-5484

<<Barcode>> <<ClaimID>>
<<FirstName>> <<LastName>>
<<Addr1>> <<Addr2>>
<<City>>, <<State>> <<Zip>>

COMPLETE AND SIGN THIS FORM IF YOU WISH TO RECEIVE YOUR SHARE OF THE FINANCIAL BENEFIT PROVIDED BY THE SETTLEMENT FUND ESTABLISHED BY THE SETTLEMENT AGREEMENT IN THIS CASE

You must mail your completed and signed form so that it is postmarked (if mailed to the address above) or received (if submitted electronically at Maggie.McGill@Gilardi.com) **NO LATER THAN AUGUST 1, 2016**, to receive your share of the benefit provided under the settlement.

As stated in the Notice, the proceeds of the Net Settlement Fund will be allocated to eligible Class Members. Your share of the Net Settlement Fund will depend on the number of claim forms that eligible Class Members submit, the number of shares you purchased in the Meridian Diversified ERISA Fund, Ltd. ("MDEF") from March 24, 2004 through December 11, 2008, and whether you redeemed any of your shares during that period.

Whether or not you submit this form or receive a settlement payment, all members of the Class who do not exclude themselves from the Class and the settlement, and anyone claiming through them, are deemed to fully release the Released Claims and are forever enjoined from bringing any of the Released Claims against any of the Released Persons. The Released Persons are defined below and generally include each and all of the Defendants and their Related Parties. The Released Claims, also defined below, generally include all claims asserted in this Action, as well as any claims that could have been asserted in any forum by or on behalf of the members of the Class which arise out of or are based on the allegations, transactions, facts, matters or occurrences, or alleged representations or omissions out of which the claims in the Action arose, subject to certain limitations set forth in the settlement and below. Members of the Class will not have the right to sue any of the Released Persons for any such claims if the settlement is approved by the Court in this matter.

IF YOU WISH TO RECEIVE YOUR SHARE OF THE FINANCIAL BENEFIT PROVIDED BY THE SETTLEMENT, YOU MUST SIGN THIS FORM ON PAGE 4, ACKNOWLEDGING THAT YOU ARE A CLASS MEMBER AND THAT YOU ARE BOUND BY AND SUBJECT TO THE RELEASE PROVIDED IN THE SETTLEMENT AGREEMENT. THIS ACKNOWLEDGEMENT, RECEIPT, AND RELEASE FORM MUST BE SIGNED AND RETURNED, POSTMARKED OR SUBMITTED ELECTRONICALLY NO LATER THAN AUGUST 1, 2016. UNLESS YOU TIMELY SUBMIT A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT OR ORDERS THAT ARE ENTERED IN THIS ACTION FOR ALL RELEASED CLAIMS OR CLAIMS THAT WERE OR COULD HAVE BEEN ASSERTED IN THE ACTION, REGARDLESS OF WHETHER YOU SUBMIT THIS ACKNOWLEDGEMENT FORM. SUBMITTING THIS ACKNOWLEDGEMENT FORM WILL NOT ACT TO BAR, WAIVE OR OTHERWISE AFFECT YOUR ABILITY TO OBJECT TO ALL OR ANY PART OF THE SETTLEMENT.

Definitions¹

"Released Persons" means each and all of the Defendants, and each and all of their Related Parties.

"Class" means all persons or entities who purchased shares, directly or indirectly, in the Meridian Diversified ERISA Fund, Ltd. ("MDEF") managed by Meridian from March 24, 2004 through December 11, 2008, and who suffered alleged losses as a result of Defendants' actions as alleged in the Complaint. Excluded from the Class are Defendants, members of the immediate family of each of the Individual Defendants, the directors, officers, subsidiaries, and affiliates of Meridian during the Class Period, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest, and the legal

¹ These definitions are intended to mirror the definitions of these terms in paragraph 1 of the Settlement Agreement (the "Stipulation" or "Settlement Agreement") dated April 11, 2016. To the extent that there is any discrepancy between the definition of a term provided in this Acknowledgement versus in the Settlement Agreement, the Settlement Agreement shall govern. Capitalized terms used in this Acknowledgement and not defined herein have the meanings assigned to them in the Settlement Agreement.



representatives, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to the Notice.

"Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, that Lead Plaintiff or the Class: (a) alleged in any complaint filed or sought to be filed in the Action; or (b) could have asserted in any form or proceeding that: (i) arise out of or are based upon or are related to, directly or indirectly, the facts, matters, allegations, transactions, events, disclosures, statements, representatives, matters or occurrences, acts or omissions which have been or could have been asserted by any member of the Class in the Action, and (ii) arise out of the purchase of shares of MDEF by Lead Plaintiff or any member of the Class during the Class Period. Released Claims do not include claims to enforce this settlement.

"Unknown Claims" means all claims, demands, rights, liabilities, and causes of action of every nature and description that Lead Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her, or it, might have affected his, her, or its decision to enter into this settlement and release the Released Persons, or might have affected his, her, or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The release of Unknown Claims, as set forth in the Stipulation, was separately bargained for and is a material element of the settlement.

Releases:

Upon the Effective Date, Lead Plaintiff and the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, and shall forever be enjoined from initiating, instigating, commencing, maintaining or prosecuting, any and all Released Claims against the Released Persons (including Unknown Claims), whether or not such Lead Plaintiff or Class Member executes and delivers this form.

Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Lead Plaintiff, each and all of the Class Members, and Lead Plaintiff's Counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for claims to enforce the Stipulation.

Upon the Effective Date, the Released Persons shall obtain bar order protection permanently barring and enjoining the Class Members from initiating, instigating, commencing, maintaining, or prosecuting, any action or proceeding in any court or tribunal that asserts any Released Claim against any Released Person, or assisting any third party in the initiation, instigation, commencement, maintenance, or prosecution of any action or proceeding in any court or tribunal that asserts any Released Claim against any Released Person unless legally required to do so.





Claim Form

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104



RED
A
B

I, _____, on behalf of [fill in the blank if you are submitting a claim on behalf of an IRA, employee benefit plan or other entity] _____

("Entity"), hereby acknowledge: (a) if I am submitting this claim on behalf of an Entity, I am authorized to sign this form on behalf of the Entity; (b) that I (or, if I am submitting this claim on behalf of an Entity, the Entity) am/is a member of the Class in the matter of *In re Meridian Funds Group Securities & Employee Retirement Income Security Act (ERISA) Litigation*; and (c) that I (or, if I am submitting this claim on behalf of an Entity, the Entity) am/is bound by and subject to the releases and all other provisions contained in the Settlement Agreement in that action.

Signature: _____ Name and Title of Signer: _____

Entity: _____ Date: _____

THE AMOUNT OF YOUR ALLOWED CLAIM

«AllowedClaim»

The signed form should be sent to:

Meridian ERISA Litigation
Claims Administrator
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901
Maggie.McGill@Gilardi.com

